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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

HEALTHCARE ALLY  
MANAGEMENT OF  
CALIFORNIA, LLC,

Plaintiff(s),

v.

AETNA LIFE INSURANCE  
COMPANY, and DOES 1-10,

Defendant(s).

Case No. 2:23-cv-006745-MEMF-PD:  
*Magistrate Judge:*  
*Patricia Donahue*

STIPULATED PROTECTIVE  
ORDER<sup>1</sup>

<sup>1</sup> This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Patricia Donahue's Procedures.

1       **1. INTRODUCTION**

2           1.1 Purposes and Limitations. Discovery in this action is likely to  
3 involve production of confidential, proprietary, or private information for  
4 which special protection from public disclosure and from use for any  
5 purpose other than prosecuting this litigation may be warranted.  
6 Accordingly, Plaintiff Healthcare Ally Management of California, LLC  
7 (“Plaintiff”) and Defendant Aetna Life Insurance Company (“Defendant”)  
8 (Plaintiff and Defendant are collectively referred to herein as the  
9 “Parties”) hereby stipulate to and petition the court to enter the following  
10 Stipulated Protective Order.

11           This Protective Order shall govern any record of information  
12 produced in this action and designated pursuant to this Protective Order,  
13 including all designated deposition testimony, all designated testimony  
14 taken at a hearing or other proceeding, all designated deposition  
15 exhibits, interrogatory answers, admissions, documents and other  
16 discovery materials, whether produced informally or in response to  
17 interrogatories, requests for admissions, requests for production of  
18 documents or other formal methods of discovery.

19           This Protective Order shall also govern any designated record of  
20 information produced in this action pursuant to required disclosures  
21 under any federal procedural rule or local rule of the Court and any  
22 supplementary disclosures thereto.

23           This Protective Order shall apply to the Parties and to any  
24 nonparty from whom discovery may be sought who desires the protection  
25 of this Protective Order.

26           The Parties acknowledge that this Order does not confer blanket  
27 protections on all disclosures or responses to discovery and that the  
28

1 protection it affords from public disclosure and use extends only to the  
2 limited information or items that are entitled to confidential treatment  
3 under the applicable legal principles.

4 The parties further acknowledge, as set forth in Section 12.3,  
5 below, that this Stipulated Protective Order does not entitle them to file  
6 confidential information under seal; Civil Local Rule 79-5 sets forth the  
7 procedures that must be followed and the standards that will be applied  
8 when a party seeks permission from the court to file material under seal.

9 1.2 Good Cause Statement.

10 This action arises out of a dispute between Plaintiff and Defendant  
11 regarding payment for medical services rendered by Plaintiff to a single  
12 patient (“Patient”) enrolled in a health benefit plan insured by Defendant  
13 and sponsored by TriNet Group, Inc.

14 In light of the nature of the claims and allegations in this case, this  
15 action necessarily involves the production of confidential information for  
16 which special protection from public disclosure and from use for any  
17 purpose other than prosecution of this action is warranted. Such  
18 confidential and proprietary materials and information consist of, among  
19 other things, the personal health information of the Patient and their  
20 medical treatment, as well as confidential business information,  
21 information regarding confidential business practices, or other  
22 confidential information (including information implicating privacy  
23 rights of third parties), information otherwise generally unavailable to  
24 the public, or which may be privileged or otherwise protected from  
25 disclosure under state or federal statutes, court rules, case decisions, or  
26 common law.  
27  
28

1 Accordingly, to expedite the flow of information, to facilitate the  
2 prompt resolution of disputes over confidentiality of discovery materials,  
3 to adequately protect information the Parties are required and/or  
4 entitled to keep confidential, to ensure that the Parties are permitted  
5 reasonable necessary uses of such material in preparation for and in the  
6 conduct of trial, to address their handling at the end of the litigation, and  
7 serve the ends of justice, a protective order for such information is  
8 justified in this matter.

9 The Parties also agree that there is a need to designate certain  
10 information as “Highly Confidential – Attorneys’ Eyes Only.” The  
11 Parties may be called upon to produce information regarding confidential  
12 data reflecting the payment of medical claims or payment methodologies  
13 – information that is proprietary in nature and the disclosure of which  
14 could cause harm to Defendant and/or its customers.

15 It is the intent of the Parties that information will not be  
16 designated as confidential for tactical reasons and that nothing be so  
17 designated without a good faith belief that it has been maintained in a  
18 confidential, non-public manner, and there is good cause why it should  
19 not be part of the public record of this case.  
20

## 21 **2. DEFINITIONS**

22 **2.1 Action:** *Healthcare Ally Management of California, LLC v.*  
23 *Aetna Life Insurance Company*, United States District Court, Central  
24 District of California, Case No. 2:23-cv-006745-MEMF-PDx.

25 **2.2 Challenging Party:** a Party or Non-Party that challenges the  
26 designation of information or items under this Order.  
27  
28

1           2.3   “CONFIDENTIAL” Information or Items: information  
2 (regardless of how it is generated, stored or maintained) or tangible  
3 things that qualify for protection under Rule 26(c) of the Federal Rules of  
4 Civil Procedure, and as specified above in the Good Cause Statement and  
5 below.

6           The term Confidential Information shall include confidential or  
7 proprietary technical, scientific, financial, business, health, or medical  
8 information designated as “CONFIDENTIAL” by the producing party.

9           The term “Confidential Health Information” shall constitute a  
10 subset of Confidential Information, and shall be designated as  
11 “CONFIDENTIAL” and subject to all other terms and conditions  
12 governing the treatment of Confidential Information. Confidential  
13 Health Information shall mean information supplied in any form, or any  
14 portion thereof, that identifies an individual or subscriber in any manner  
15 and relates to the past, present, or future care, services, or supplies  
16 relating to the physical or mental health or condition of such individual  
17 or subscriber, the provision of health care to such individual or  
18 subscriber, or the past, present, or future payment for the provision of  
19 health care to such individual or subscriber. Confidential Health  
20 Information shall include, but is not limited to, claim data, claim forms,  
21 grievances, appeals, or other documents or records that contain any  
22 patient health information required to be kept confidential under any  
23 state or federal law, including 45 C.F.R. Parts 160 and 164 promulgated  
24 pursuant to the Health Insurance Portability and Accountability Act of  
25 1996 (see 45 C.F.R. §§ 164.501 & 160.103), and the following subscriber,  
26 patient, or member identifiers:

- 27           a.   names;  
28

- b. all geographic subdivisions smaller than a State, including street address, city, county, precinct, and zip code;
  - c. all elements of dates (except year) for dates directly related to an individual, including birth date, admission date, discharge date, age, and date of death;
  - d. telephone numbers;
  - e. fax numbers;
  - f. electronic mail addresses;
  - g. social security numbers;
  - h. medical record numbers;
  - i. health plan beneficiary numbers;
  - j. account numbers;
  - k. certificate/license numbers;
  - l. vehicle identifiers and serial numbers, including license plate numbers;
  - m. device identifiers and serial numbers;
  - n. web universal resource locators ("URLs");
  - o. internet protocol ("IP") address numbers;
  - p. biometric identifiers, including finger and voice prints;
  - q. full face photographic images and any comparable images;
- and/or
- r. any other unique identifying number, characteristic, or code.

2.4 "HIGHLY CONFIDENTIAL -- ATTORNEYS' EYES ONLY"

Information or Items: extremely sensitive "CONFIDENTIAL" Information or Items, the disclosure of which to another Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less restrictive means.

2.5 Counsel: Outside Counsel of Record and House Counsel (as

1 well as their support staff).

2 2.6 Designating Party: a Party or Non-Party that designates  
3 information or items that it produces in disclosures or in responses to  
4 discovery as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
5 ATTORNEYS’ EYES ONLY.”

6 2.7 Disclosure or Discovery Material: all items or information,  
7 regardless of the medium or manner in which it is generated, stored, or  
8 maintained (including, among other things, testimony, transcripts, and  
9 tangible things), that are produced or generated in disclosures or  
10 responses to discovery in this matter.

11 2.8 Expert: a person with specialized knowledge or experience in  
12 a matter pertinent to the litigation who has been retained by a Party or  
13 its counsel to serve as an expert witness or as a consultant in this Action.

14 2.9 In-House Counsel: attorneys who are employees of a Party to  
15 this Action. In-House Counsel does not include Outside Counsel of  
16 Record or any other outside counsel.

17 2.10 Non-Party: any natural person, partnership, corporation,  
18 association, or other legal entity not named as a Party to this action.

19 2.11 Outside Counsel of Record: attorneys who are not employees  
20 of a party to this Action but are retained to represent or advise a Party to  
21 this Action and have appeared in this Action on behalf of that Party or  
22 are affiliated with a law firm which has appeared on behalf of that Party,  
23 and includes support staff.

24 2.12 Party: any party to this Action, including all of its officers,  
25 directors, employees, consultants, retained experts, and Outside Counsel  
26 of Record (and their support staffs).

27 2.13 Producing Party: a Party or Non-Party that produces  
28

1 Disclosure or Discovery Material in this Action.

2 2.14 Professional Vendors: persons or entities that provide  
3 litigation- support services (e.g., photocopying, videotaping, translating,  
4 preparing exhibits or demonstrations, and organizing, storing, or  
5 retrieving data in any form or medium) and their employees and  
6 subcontractors.

7 2.15 Protected Material: any Disclosure or Discovery Material that  
8 is designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
9 ATTORNEYS’ EYES ONLY.”

10 2.16 Receiving Party: a Party that receives Disclosure or Discovery  
11 Material from a Producing Party.  
12

13 **3. SCOPE**  
14

15 The protections conferred by this Stipulation and Order cover not  
16 only Protected Material (as defined above), but also (1) any information  
17 copied or extracted from Protected Material; (2) all copies, excerpts,  
18 summaries, or compilations of Protected Material; and (3) any  
19 testimony, conversations, or presentations by Parties or their Counsel  
20 that might reveal Protected Material.

21 Any use of Protected Material at trial shall be governed by the  
22 orders of the trial judge. This Stipulated Protective Order does not  
23 govern the use of Protected Material at trial.  
24

25 **4. TRIAL AND DURATION**  
26

27 The terms of this Stipulated Protective Order apply through Final  
28 Disposition of the Action.



1 Once a case proceeds to trial, information that was designated as  
2 CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
3 ONLY or maintained pursuant to this Stipulated Protective Order and  
4 used or introduced as an exhibit at trial becomes public and will be  
5 presumptively available to all members of the public, including the  
6 press, unless compelling reasons supported by specific factual findings  
7 to proceed otherwise are made to the trial judge in advance of the trial.  
8 *See Kamakana*, 447 F.3d at 1180–81 (distinguishing “good cause”  
9 showing for sealing documents produced in discovery from “compelling  
10 reasons” standard when merits-related documents are part of court  
11 record). Accordingly, for such materials, the terms of this Stipulated  
12 Protective Order do not extend beyond the commencement of the trial.

13  
14 Even after Final Disposition of this litigation, the confidentiality  
15 obligations imposed by this Stipulated Protective Order shall remain in  
16 effect until a Designating Party agrees otherwise in writing or a court  
17 order otherwise directs. Final disposition will be deemed to be the later  
18 of (1) dismissal of all claims and defenses in this Action, with or without  
19 prejudice; and (2) final judgment herein after the completion and  
20 exhaustion of all appeals, rehearings, remands, trials, or reviews of this  
21 Action, including the time limits for filing any motions or applications  
22 for extension of time pursuant to applicable law.

## 23 24 **5. DESIGNATING PROTECTED MATERIAL**

25 5.1 Exercise of Restraint and Care in Designating Material for  
26 Protection. Each Party or Non-Party that designates information or  
27 items for protection under this Order must take care to limit any such  
28

1 designation to specific material that qualifies under the appropriate  
2 standards. The Designating Party must designate for protection only  
3 those parts of material, documents, items, or oral or written  
4 communications that qualify so that other portions of the material,  
5 documents, items, or communications for which protection is not  
6 warranted are not swept unjustifiably within the ambit of this Order.

7 Mass, indiscriminate, or routinized designations are prohibited.  
8 Designations that are shown to be clearly unjustified or that have been  
9 made for an improper purpose (e.g., to unnecessarily encumber the case  
10 development process or to impose unnecessary expenses and burdens on  
11 other parties) may expose the Designating Party to sanctions.

12 If it comes to a Designating Party's attention that information or  
13 items that it designated for protection do not qualify for protection, that  
14 Designating Party must promptly notify all other Parties that it is  
15 withdrawing the inapplicable designation.  
16

17 5.2 Manner and Timing of Designations. Except as otherwise  
18 provided in this Order (*see, e.g.*, second paragraph of section 5.2(a)  
19 below), or as otherwise stipulated or ordered, Disclosure or Discovery  
20 Material that qualifies for protection under this Stipulated Protective  
21 Order must be clearly so designated before the material is disclosed or  
22 produced.

23 Designation in conformity with this Order requires:

24 (a) for information in documentary form (e.g., paper or electronic  
25 documents, but excluding transcripts of depositions or other pretrial or  
26 trial proceedings), that the Producing Party affix at a minimum, the  
27 legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" –  
28

1 ATTORNEYS' EYES ONLY" (hereinafter the "CONFIDENTIAL" or  
2 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" legend") to  
3 each page that contains protected material. If only a portion or portions  
4 of the material on a page qualifies for protection, the Producing Party  
5 also must clearly identify the protected portion(s) (e.g., by making  
6 appropriate markings in the margins).

7 A Party or Non-Party that makes original documents available for  
8 inspection need not designate them for protection until after the  
9 inspecting Party has indicated which documents it would like copied  
10 and produced. During the inspection and before the designation, all of  
11 the material made available for inspection shall be deemed  
12 CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
13 ONLY. After the inspecting Party has identified the documents it  
14 wants copied and produced, the Producing Party must determine which  
15 documents, or portions thereof, qualify for protection under this Order.  
16 Then, before producing the specified documents, the Producing Party  
17 must affix the "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –  
18 ATTORNEYS' EYES ONLY" legend to each page that contains  
19 Protected Material. If only a portion or portions of the material on a  
20 page qualifies for protection, the Producing Party also must clearly  
21 identify the protected portion(s) (e.g., by making appropriate markings  
22 in the margins).

24 (b) for testimony given in depositions that the Designating Party  
25 identify the Disclosure or Discovery Material on the record, before the  
26 close of the deposition all protected testimony.

27 (c) for information produced in some form other than  
28 documentary and for any other tangible items, that the Producing Party

1 affix in a prominent place on the exterior of the container or containers  
2 in which the information is stored the “CONFIDENTIAL” or “HIGHLY  
3 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” legend. If only a  
4 portion or portions of the information warrants protection, the Producing  
5 Party, to the extent practicable, shall identify the protected portion(s).

6 (d) for information disclosed at a hearing or trial that the  
7 Designating Party requests the Judge, at the time the information is  
8 proffered or adduced, to receive the information only in the presence of  
9 those persons designated to receive such information and Court  
10 personnel, and to designate the transcript appropriately.

11 (e) Confidential Information marked as “ HIGHLY  
12 CONFIDENTIAL - ATTORNEYS’ EYES ONLY” may be used solely for  
13 the purpose of conducting this Litigation and not for any other purpose  
14 whatsoever.

15 5.3 Inadvertent Failures to Designate. If timely corrected, an  
16 inadvertent failure to designate qualified information or items does not,  
17 standing alone, waive the Designating Party’s right to secure protection  
18 under this Order for such material. Upon timely correction of a  
19 designation, the Receiving Party must make reasonable efforts to assure  
20 that the material is treated in accordance with the provisions of this  
21 Order.  
22

## 23 24 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

25 6.1 Timing of Challenges. Any Party or Non-Party may  
26 challenge a designation of confidentiality at any time that is consistent  
27 with the Court’s Scheduling Order.  
28

1           6.2 Meet and Confer. The Challenging Party will initiate the  
2 dispute resolution process (and if necessary, file a discovery motion)  
3 under Local Rule 37.1 et seq.

4           6.3 The burden of persuasion in any such challenge proceeding  
5 shall be on the Designating Party. Frivolous challenges, and those  
6 made for an improper purpose (e.g., to harass or impose unnecessary  
7 expenses and burdens on other parties) may expose the Challenging  
8 Party to sanctions. Unless the Designating Party has waived or  
9 withdrawn the confidentiality designation, all Parties shall continue to  
10 afford the material in question the level of protection to which it is  
11 entitled under the Producing Party's designation until the Court rules  
12 on the challenge.  
13

## 14       **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

15           7.1 Basic Principles. A Receiving Party may use Protected  
16 Material that is disclosed or produced by another Party or by a Non-  
17 Party in connection with this Action only for prosecuting, defending, or  
18 attempting to settle this Action and for no other action. A Receiving  
19 Party shall hold such information received from the disclosing Party in  
20 confidence, shall not use it for any business or other commercial  
21 purpose, shall not use it for filing or prosecuting any patent application  
22 (of any type) or patent reissue or reexamination request, and shall not  
23 disclose it to any person, except as hereinafter provided. Such Protected  
24 Material may be disclosed only to the categories of persons and under  
25 the conditions described in this Order. When the Action has been  
26 terminated, a Receiving Party must comply with the provisions of  
27  
28

1 section 13 below (FINAL DISPOSITION).

2 All documents, including attorney notes and abstracts, which  
3 contain another Party's Confidential Information, shall be handled as if  
4 they were designated pursuant to Paragraph 5.

5 Protected Material must be stored and maintained by a Receiving  
6 Party at a location and in a secure manner that ensures that access is  
7 limited to the persons authorized under this Order.

8 7.2 Disclosure of "CONFIDENTIAL" Information or Items.

9 Unless otherwise ordered by the court or permitted in writing by the  
10 Designating Party, a Receiving Party may disclose any information or  
11 item designated "CONFIDENTIAL" only:

12 (a) to the Receiving Party's Outside Counsel of Record in this  
13 Action, as well as employees of said Outside Counsel of Record  
14 (excluding experts and investigators) to whom it is reasonably necessary  
15 to disclose the information for this Action;

16 (b) to the officers, directors, and employees (including House  
17 Counsel) of the Receiving Party to whom disclosure is reasonably  
18 necessary for this Action;

19 (c) to Experts (as defined in this Order) of the Receiving Party to  
20 whom disclosure is reasonably necessary for this Action and who have  
21 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

22 (d) to the court and its personnel;

23 (e) private court reporters and their staff to whom disclosure is  
24 reasonably necessary for this Action and who have signed the  
25 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

26 (f) to professional jury or trial consultants, mock jurors, and  
27  
28

1 Professional Vendors to whom disclosure is reasonably necessary for  
2 this Action and who have signed the “Acknowledgment and Agreement  
3 to Be Bound” (Exhibit A);

4 (g) to the author or recipient of a document containing the  
5 information or a custodian or other person who otherwise possessed or  
6 knew the information;

7 (h) during their depositions, to witnesses, and attorneys for  
8 witnesses, in the Action to whom disclosure is reasonably necessary,  
9 provided: (1) the deposing party requests that the witness sign the  
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A); and (2) the  
11 witness will not be permitted to keep any confidential information  
12 unless they sign the “Acknowledgment and Agreement to Be Bound”  
13 (Exhibit A), unless otherwise agreed by the Designating Party or  
14 ordered by the court. Pages of transcribed deposition testimony or  
15 exhibits to depositions that reveal Protected Material may be separately  
16 bound by the court reporter and may not be disclosed to anyone except  
17 as permitted under this Stipulated Protective Order;

18 (i) Stenographers and videographers engaged to transcribe or  
19 record depositions conducted in this action provided that such  
20 individuals agree in writing, in the form attached at Appendix A, to be  
21 bound by the terms of this Order; and

22 (j) to any mediator or settlement officer, and their supporting  
23 personnel, mutually agreed upon by any of the parties engaged in  
24 settlement discussions.

25  
26 7.3 Disclosure of “HIGHLY CONFIDENTIAL -- ATTORNEYS’  
27 EYES ONLY” Information or Items. Unless otherwise ordered by the  
28 court or permitted in writing by the Designating Party, a Receiving



1 Party may disclose any information or item designated “HIGHLY  
2 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

3 (a) the Receiving Party’s Outside Counsel of Record in this Action,  
4 as well as employees of said Outside Counsel of Record (excluding  
5 experts and investigators) to whom it is reasonably necessary to disclose  
6 the information for this Action;

7 (b) House Counsel;

8 (c) Experts (as defined in this Order) of the Receiving Party to  
9 whom disclosure is reasonably necessary for this Action and who have  
10 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (d) the court and its personnel;

12 (e) private court reporters and their staff to whom disclosure is  
13 reasonably necessary for this Action and who have signed the  
14 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

15 (f) the author or recipient of a document containing the  
16 information; and

17 (g) any mediator or settlement officer, and their supporting  
18 personnel, mutually agreed upon by any of the Parties engaged in  
19 settlement discussions.

20  
21 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
22 **PRODUCED IN OTHER LITIGATION**

23 If a Party is served with a subpoena or a court order issued in  
24 other litigation that compels disclosure of any information or items  
25 designated in this Action as “CONFIDENTIAL” or “HIGHLY  
26 CONFIDENTIAL -- ATTORNEYS’ EYES ONLY,” that Party must:

27 (a) promptly notify in writing the Designating Party. Such  
28



1 notification shall include a copy of the subpoena or court order;

2 (b) promptly notify in writing the party who caused the  
3 subpoena or order to issue in the other litigation that some or all of the  
4 material covered by the subpoena or order is subject to this Protective  
5 Order. Such notification shall include a copy of this Stipulated  
6 Protective Order; and

7 (c) cooperate with respect to all reasonable procedures sought to  
8 be pursued by the Designating Party whose Protected Material may be  
9 affected.

10 If the Designating Party timely seeks a protective order, the  
11 Party served with the subpoena or court order will not produce any  
12 information designated in this action as “CONFIDENTIAL” or “HIGHLY  
13 CONFIDENTIAL -- ATTORNEYS’ EYES ONLY” before a determination by  
14 the court from which the subpoena or order issued, unless the Party has  
15 obtained the Designating Party’s permission. The Designating Party  
16 will bear the burden and expense of seeking protection in that court of  
17 its confidential material and nothing in these provisions should be  
18 construed as authorizing or encouraging a Receiving Party in this  
19 Action to disobey a lawful directive from another court.  
20

21  
22 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
23 **PRODUCED IN THIS LITIGATION**

24 (a) The terms of this Order are applicable to information  
25 produced by a Non-Party in this Action and designated as  
26 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’  
27 EYES ONLY.” Such information produced by Non-Parties in connection  
28 with this litigation is protected by the remedies and relief provided by

1 this Order. Nothing in these provisions should be construed as  
2 prohibiting a Non-Party from seeking additional protections.

3 (b) In the event that a Party is required, by a valid discovery  
4 request, to produce a Non-Party's confidential information in its  
5 possession, and the Party is subject to an agreement with the Non-  
6 Party not to produce the Non-Party's confidential information, then the  
7 Party will:

8 (1) promptly notify in writing the Requesting Party and the  
9 Non-Party that some or all of the information requested is subject to a  
10 confidentiality agreement with a Non-Party;

11 (2) promptly provide the Non-Party with a copy of the  
12 Stipulated Protective Order in this Action, the relevant discovery  
13 request(s), and a reasonably specific description of the information  
14 requested; and

15 (3) make the information requested available for inspection  
16 by the Non-Party, if requested.

17 (c) If the Non-Party fails to seek a protective order from this  
18 court within 14 days of receiving the notice and accompanying  
19 information, the Receiving Party may produce the Non-Party's  
20 confidential information responsive to the discovery request. If the  
21 Non-Party timely seeks a protective order, the Receiving Party shall not  
22 produce any information in its possession or control that is subject to  
23 the confidentiality agreement with the Non-Party before a  
24 determination by the court. Absent a court order to the contrary, the  
25 Non-Party shall bear the burden and expense of seeking protection in  
26 this court of its Protected Material.  
27  
28

1 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED**  
2 **MATERIAL**

3 If a Receiving Party learns that, by inadvertence or otherwise, it  
4 has disclosed Protected Material to any person or in any circumstance  
5 not authorized under this Stipulated Protective Order, the Receiving  
6 Party must immediately (a) notify in writing the Designating Party of  
7 the unauthorized disclosures, (b) use its best efforts to retrieve all  
8 unauthorized copies of the Protected Material, (c) inform the person or  
9 persons to whom unauthorized disclosures were made of all the terms of  
10 this Order, and (d) request such person or persons to execute the  
11 “Acknowledgment and Agreement to Be Bound” that is attached hereto  
12 as Exhibit A.  
13

14  
15 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
16 **OTHERWISE PROTECTED MATERIAL**

17 When a Producing Party gives notice to Receiving Parties that  
18 certain inadvertently produced material is subject to a claim of privilege  
19 or other protection, the obligations of the Receiving Parties are those set  
20 forth in Rule 26(b)(5)(B) of the Federal Rules of Civil Procedure. This  
21 provision is not intended to modify whatever procedure may be  
22 established in an e-discovery order that provides for production without  
23 prior privilege review. Pursuant to Rules 502(d) and (e) of the Federal  
24 Rules of Evidence, insofar as the Parties reach an agreement on the  
25 effect of disclosure of a communication or information covered by the  
26 attorney-client privilege or work product protection, the Parties may  
27 incorporate their agreement in the stipulated protective order  
28

submitted to the court.

## **12. MISCELLANEOUS**

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

## **13. FINAL DISPOSITION**

After the Final Disposition of this Action, as defined in paragraph 4, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the

1 Protected Material. Whether the Protected Material is returned or  
2 destroyed, the Receiving Party must submit a written certification to  
3 the Producing Party (and, if not the same person or entity, to the  
4 Designating Party) by the 60 day deadline that (1) identifies (by  
5 category, where appropriate) all the Protected Material that was  
6 returned or destroyed and (2) affirms that the Receiving Party has not  
7 retained any copies, abstracts, compilations, summaries or any other  
8 format reproducing or capturing any of the Protected Material.

9 Notwithstanding this provision, Counsel is entitled to retain an  
10 archival copy of all pleadings, motion papers, trial, deposition, and  
11 hearing transcripts, legal memoranda, correspondence, deposition and  
12 trial exhibits, expert reports, attorney work product, and consultant and  
13 expert work product, even if such materials contain Protected Material.  
14 Any such archival copies that contain or constitute Protected Material  
15 remain subject to this Protective Order as set forth in Section 4  
16 (DURATION).

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## 14. VIOLATION

Any violation of this Stipulated Protective Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions at the discretion of the Court.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: March 26, 2025

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/s/ *Jonathan A. Stieglitz*

Attorney(s) for Plaintiff(s)

DATED: March 26, 2025

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/s/ *Shannon L. Ernster*

Attorney(s) for Defendant(s)

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: March 26, 2025

Patricia Donohue

PATRICIA DONAHUE  
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ **[print or type full name]**, of  
\_\_\_\_\_  
\_\_\_\_\_ **[print or type full address]**, declare under  
penalty of perjury that I have read in its entirety and understand the  
Stipulated Protective Order that was issued by the United States  
District Court for the Central District of California on **[date]** in the  
case of \_\_\_\_\_ **[insert formal name of the case and the  
number and initials assigned to it by the court]**. I agree to  
comply with and to be bound by all the terms of this Stipulated  
Protective Order and I understand and acknowledge that failure to so  
comply could expose me to sanctions and punishment in the nature of  
contempt. I solemnly promise that I will not disclose in any manner  
any information or item that is subject to this Stipulated Protective  
Order to any person or entity except in strict compliance with the  
provisions of this Order.

I further agree to submit to the jurisdiction of the United States  
District Court for the Central District of California for the purpose of  
enforcing the terms of this Stipulated Protective Order, even if such  
enforcement proceedings occur after termination of this action. I  
hereby appoint \_\_\_\_\_ **[print or type full name]**  
of \_\_\_\_\_ **[print or type full address and telephone number]** as

1 my California agent for service of process in connection with this action  
2 or any proceedings related to enforcement of this Stipulated Protective  
3 Order.

4  
5 Date: \_\_\_\_\_

6 City and State where sworn and  
7 signed: \_\_\_\_\_

8 Printed name: \_\_\_\_\_

9 Signature: \_\_\_\_\_